

GILA COUNTY

INVITATION FOR BIDS IFB NO. 031821

MICHAELSON BUILDING RENOVATION

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Tim R. Humphrey, Chairman
Steve Christensen, Vice Chairman
Woody Cline, Member

COUNTY MANAGER
James Menlove



**GILA COUNTY
NOTICE OF BID NO. 031821
MICHAELSON BUILDING RENOVATION**

Notice is hereby given that Gila County is requesting Bids from qualified Contractors to provide Michaelson Building Renovation.

SUBMITTAL DUE DATE: October 27, 2021, 3:00 PM Local Arizona Time

RETURN BID TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive bids for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. **Late bids shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All bids shall be made on the request for sealed bids forms included in this IFB No. 031821 package and shall include all applicable taxes.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_Bids.php and downloading the file.

Bidders are strongly encouraged to carefully read the entire Invitation for Bids.

Any questions regarding this Invitation for Bids shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **September 7, 2021, and September 14, 2021.**

Signed: _____
Tim R. Humphrey, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

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INTENT

INVITATION FOR BIDS FOR: Michaelson Building Renovation

INTENT: It is the intent of this Invitation for Bids to establish a contract with qualified contractor's to fully complete this project as outlined in the scope of work and technical specifications.

For the purposes of this Invitation for Bids, "Contractor" is defined as an individual or an entity who submits a Bid. An individual or firm who holds a current General Contractors License(s) capable of performing the services as outlined in the technical specifications.

MICHAELSON BUILDING PROJECT-SCOPE OF WORK BY TRADE:

It is the intent of Gila County to award a contract to qualified Contractor's for the Michaelson Building Renovation.

Michaelson Building Project - Scope of Work by Trade:

Demolition - Existing roof system to be removed. Contractor will provide all necessary equipment and tools to complete the demo and haul away the debris. Gila County and the City of Globe will coordinate on a traffic control plan for the demolition phase. The Contractor shall be responsible for the design and erection of all safeguards necessary to protect the existing structure. The Contractor shall submit a detailed plan, including work sequence, prepared by a professional engineer licensed in the State of Arizona for shoring, bracing, and other safeguards to maintain all parts of the structure in a safe condition during the process of demolition and construction, and to protect from damage those portions of the existing structure which are to remain. Submit plan prior to beginning work.

Roof and Skylights – Contractor will construct a new roof system per the Architectural, Structural, Mechanical, and Plumbing plans. The Contractor will be responsible for obtaining the manufacture's engineered truss design as shown by the Structural Engineer to coordinate with the mechanical system design for unit placement and main duct runs. The Contractor shall field verify the dimensions, elevations, and other requirements necessary for the proper construction and alignment of the new portions of the structure to the existing structure. The Contractor shall make all measurements and calculations necessary for the fabrication and erection of structural members. The Contractor shall coordinate with all the contract documents and any discrepancies shall be brought to the attention of the Architect and Gila County. The Contractor will provide all necessary equipment and tools to complete a new dried in roof system. This includes a crane to fly and set the trusses. Gila County and the City of Globe will coordinate on a traffic control plan for this phase of the construction. Coordinate installation of all mechanical system curbs with the Mechanical Contractor as identified on the mechanical drawings. More information on the roofing materials to be used for this project can be found on pages A5 & A6 of the Architectural drawings, S1 thru S3 of the Structural drawings, and pages 14 – 15 in the Technical Specifications. Bid skylight rough opening framing and new skylight installation as alternate #1 as listed on page 5 of the Technical Specifications.

Mechanical – A comprehensive review and understanding of all associated plans, drawings, and specs will be required by the Contractor to complete the work in a professional manner. The Contractor shall be responsible for obtaining all equipment and components that are found in the mechanical drawings to complete (5) new separate working HVAC systems. Special attention must be paid to the Structural and Architectural drawings for placement of the mechanical units within the truss webbings. The Contractor shall coordinate work with all other trades prior to installation to provide clearances required for proper operation, maintenance, code compliance, and to verify non-interference with other work. Do not fabricate prior to verification of necessary clearances for all trades. Bring any interferences or conflicts to the attention of Gila County and the Architect/Engineer before proceeding with fabrication or equipment orders. Any substitution of materials or equipment must be submitted to the engineer to make the final determination of whether the substitution is equivalent.

Electrical – Contractor will be responsible for providing all equipment, materials, components, and labor for the installation of (2) new electrical panels and all other components to complete the electrical circuits of each floor separately as shown in the electrical drawings. Contractor will also be responsible for providing power to all HVAC system disconnects. Mechanical Contractor will be responsible for the wiring from the disconnect to the individual HVAC units.

Plumbing – The Plumbing Contractor will be responsible for the installation of new piping as identified on the plumbing portion of the engineering plans. This may require transitioning from existing piping to new.

The existing plumbing on the 1st floor will need to be evaluated for partial or complete removal for the new restrooms; the 2nd floor will require a thorough inspection of the existing piping and tying into prior to fixture placement. Contractor will also be responsible for obtaining and installing all plumbing fixtures as identified in the engineering plans.

Framing - All interior wall framing will be done with 2" x 4" lumber. Please see page 5 of the Technical Specifications for more details. Also include all required fire blocking, attic draft stopping, and blocking for cabinetry and restroom grab bars as part of the framing scope of work. Please see page 6 of the Technical Specifications for grab bar heights for blocking.

Drywall – Contractor to hang, tape, and finish all drywall joints. ½" thick drywall will be acceptable for this project. Texture shall be a skip trowel finish. See page 15 of the Technical Specifications for more details involving drywall gypsum board installation.

Painting – Base Bid shall include the entire exterior painting and interior painting of the 1st floor. Alternate Bid #2 shall include the interior painting of the 2nd floor. Colors and sheens to be chosen by owner. Submit products to be used to owner before purchasing. See Architectural drawings A1 thru A4 and pages 15 -17 of the Technical Specifications for more painting details. Bid as listed on page 5 of the Technical Specifications as Alternate #4.

Acoustic Ceiling System – Contractor will be responsible for providing all tools, equipment, and materials for the complete installation of an acoustical ceiling system as outlined in the Architectural drawing A4. Please also see Architectural Room Finish Schedule A2 and page 13 of the Technical Specifications for the ceiling grid and tile specifications. Bid as listed on page 5 of the Technical Specifications as Alternate #3.

Flooring – The Flooring Contractor will be responsible for obtaining all materials listed in the Technical Specifications to complete the installation of LVT flooring throughout the building. An extensive evaluation must be done by the Flooring Contractor to ensure that all needed floor prep work is clearly defined and completed before any flooring is installed. The Flooring Contractor will also be responsible for obtaining and installing all cove base for the project. Please see pages 20 – 21 of the Technical Specifications for product info for the LVT and cove base. Bid as listed on page 5 of the Technical Specifications as Alternate #5.

Millwork – The Contractor shall be responsible for the installation of all cabinetry and countertops. Submittals will be required. Please submit at least (3) samples of all materials being proposed for this project for the owner to review. The owner will work with the contractor to select materials and colors for the millwork portion of this project. Do not order any materials without the approval of the owner. Please see page 19 of the Technical Specifications for locations that require new millwork.

Storefront – The Contractor shall install a new aluminum storefront window system designed by the manufacture to replace the existing storefront. This shall be included in the base Bid. Submittals will be required. Contractor must field verify all existing rough opening dimensions prior to ordering any materials. Please refer to the A1 Floor Plan and the A3 Elevation sheet drawn by the Architect for more details regarding storefront. Contractor will coordinate with the Owner on the type of glass to be installed on the storefront window system before ordering. See page 9 of the Technical Specifications for more information regarding Storefront.

Windows – The Contractor shall be responsible for the removal of the (5) existing windows that have been covered up along the Sycamore St. side of the structure and install (5) new dual pane fixed windows with internal vertical and horizontal mullions. Please refer to the A1 and A3 Elevation drawing for more information. Please Bid the (5) windows as Alternate #7 as listed in the Technical Specifications on page 5. Refer to page 9 in the same specs for more detailed info on the windows.

Tile – Owner will work with Contractor to select materials. Contractor will be responsible for the prep, installation, grouting, and sealing of the tiled areas to complete the job.

Insulation – The Contractor shall be responsible for the installation of open cell spray foam to achieve an insulation value of R38 for the new roof system. The framed exterior storefront walls along Broad Street will receive R19 batt insulation. The Contractor shall provide manufacturer’s certification of installed insulation R-value upon completion of insulation work. Refer to page 14 of the Technical Specifications. Bid as listed on page 5 the Technical Specifications as Alternate #6.

Doors and Frames - The Contractor shall obtain all doors, frames, and hardware for the 1st floor of this project based upon material submittals approved by the owner. Any materials not approved by the owner will not be accepted. The existing doors on the 2nd floor will be reused. Office # 211 and 212 will need new doors to match the existing doors. Obtaining these doors will be the responsibility of the owner.

Canopies – The owner will have a company that specializes in this area to design and install canopies at the (3) exterior entrances toward the completion of the project.

Signage – The County and City will work together to design all required signage for this project. The fabrication and installation of the project signage will be done by a professional sign company.

Partitions - The 1st floor restrooms will need partitions. A company that specializes in partitions will be utilized to design and install partitions in both restrooms on the 1st floor. Color to be selected by Owner.

See page 18 of Bid Packet for Price Bid.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountyaz.gov.

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The Bidder must supply all the information required by the Bid documents. All BIDs shall be made on the Bid forms prepared by Gila County. The BID must include the following forms in triplicate and **all with original signatures on hardcopy paper**:
 - Bid (pages 17)
 - Bid Schedule (pages 18-19)
 - Surety (Bid) Bond (page 20)
 - Qualification & Certification Form (pages 21-22)
 - Reference List (pages 23)
 - Affidavit of Non-Collusion (page 24)
 - Certifying Regarding Debarment (page 25)
 - Subcontracting Certification (page 26)
 - Legal Workers Act Compliance (page 27)
 - Israel Boycott Certification (page 28)
 - Check List & Addenda Acknowledgment (page 29)
 - Offer Page (30)
 - Acceptance of Offer (page 31)
 - Statutory Performance Bond (32)
 - Statutory Labor and Materials Bond (33)
 - Contract Performance Warranty (34)

Failure to include all above listed documents, all with original signatures, may invalidate the Bid. Prices shall include all applicable taxes.

2. **Arizona Contractor's License** - Prior to submission of Bids, Bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
2. **Mandatory On-Site Visit** – An On-Site Visit will take place at 10:00 A.M. on September 22, 2021. **Attendance at the On-Site Visit is mandatory. Bids will not be accepted from Bidders who do not attend this mandatory walkthrough. All prospective bidders will be required to be on time, no other walkthrough will be conducted.**

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Bid

- A. Sealed bids will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed bids only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this request for sealed bid package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its bid and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the BID and qualifications forms provided in this Invitation for Bids package in full, original signature in ink, by the person(s) authorized to sign the bid and to be submitted at the time of Bid and made a part of this contract. The county will use the bid and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the bid.
- F. No alterations in bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed bid must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder checklist & addenda acknowledgment form, page 27.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive.

Inquiries

Any questions related to this Invitation for Bids must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Contractor(s) must not place the Invitation for Bids number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official Invitation for Bids due date and time.

Questions received after 11:00 A.M., Thursday, October 13, 2021 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on the notice for sealed bid will be returned unopened. Late bids shall not be considered. Any Contractor submitting a late bid shall be so notified.

Submittal Bid Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Bid and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound Bids are not permitted.** Failure to include all required documents, **all with original signatures**, may invalidate the Bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.
2. Bids submitted early may be modified or withdrawn by notice to the party receiving BIDs at the place and prior to the time designated for receipts of bids.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the bid deadline.

The bid shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED BID" with BID Title "MICHAELSON BUILDING RENOVATION", Bid No., "031821", Date "October 27, 2021", and time "3:00 PM" of bid opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound bids are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any BID by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all BIDs; or portions thereof; or
 3. Reissue an Invitation for Bids.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the bid of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior bid for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely bid have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting BIDs to this

solicitation requiring sealed BIDs, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 9 through 11.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said active purchasing agreements to extend to those parties the right to purchase supplies, equipment, and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

The county reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The county will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses Including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury Including death), or loss

or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all BIDs, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned BIDs, unacknowledged addenda, incomplete BIDs, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining BIDs shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
------------	-------------

Annual Aggregate	\$2,000,000
------------------	-------------

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI.

The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov.

The county project and contract number and project description shall be noted on the certificate of insurance. The county reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the county separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

F. **APPROVAL:** Any modification or variation from the insurance requirements in this contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of Gila County to establish, by this Invitation for Bid, contracts to renovate the Michaelson Building.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All bids must represent the entire package. Partial awards will not be made unless otherwise stated in the bid specifications.

- 1.2 The parties specifically understand and agree that the quantities used for Bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.

- 1.3 Supplier shall review its bid submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies with original signatures of all submissions.**
 - 1.3.2 Qualification and Certification Forms
 - 1.3.3 References
 - 1.3.4 Pricing pages
 - 1.3.5 No Collusion in Bidding
 - 1.3.6 Intentions for Subcontracting
 - 1.3.7 Certification Regarding Debarment
 - 1.3.8 Israel Boycott Certification
 - 1.3.9 Legal AZ Works Act Compliance
 - 1.3.10 Checklist & Addenda Acknowledgment
 - 1.3.11 Offer Page
 - 1.3.12 Statutory Performance Bond
 - 1.3.13 Statutory Labor and Materials Bond
 - 1.3.14 Contract Performance Warranty
 - 1.3.15 W-9

SECTION 2.0

BID Pricing

- 2.1 The Supplier shall submit the bid in the form of a firm unit price for each product. Prices shall be in effect for the duration of the contract period at the unit prices Bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of 12 months unless terminated, canceled or extended as otherwise provided herein.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Bids. Pricing offered should be noted on the price sheet in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices Bid.

Michaelson Building Renovation Project

Cost Breakdown

Trade	Materials	Labor	Tax	Total
Demolition				
Roof & Skylights				
Mechanical				
Electrical				
Plumbing				
Framing				
Drywall				
Painting				
Acoustic Ceiling				
Flooring				
Windows				
Insulation				
Millwork				
Storefront				
Doors & Frames				
Door Hardware				
Tile				
Canopies				
Totals				

**MICHAELSON BUILDING RENOVATION
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the scope of work of the bid. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

****All applicable taxes shall be included in proposed amount.**

Signature of Authorized Representative

Printed Name

Title

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the Bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

a corporation duly organized under the laws of the State of _____,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount Bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its BID for:

BID NO. 031821, MICHAELSON BUILDING RENOVATION,

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the BID of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such BID, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the BID and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the BID then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

**Address, Attorney-in-Fact
Subscribed and sworn to before me
this ____ day of _____, 20 ____**

My commission expires: _____

Notary Public

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 031821 MICHAELSON BUILDING RENOVATION

The applicant submitting this BID warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
 - b. A cost BID shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in Bid award.

7. **Current Contractor Business Arizona License Number:** _____
If Applicable)

Signature of Authorized Representative

Printed Name

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this Invitation for Bids during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

Name of Business

Signature of Authorized Representative

Title

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____
(Title)

Of _____ and
(Name of Business)

That he or she is submitting a BID on **MICHAELSON BUILDING RENOVATION, RFP NO. 031821** and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said _____

(Name of Business)

has, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free-competitive Bidding in connection with the above-mentioned service.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2021.

_____ My Commission expires: _____

Notary Public

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this BID been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/BID had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this BID or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

..... I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of Bids on **Bid No. 031821 MICHAELSON BUILDING RENOVATION**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the BID. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES**, it is my intention to subcontract a portion of the work.
- NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and federal immigration laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the state and federal immigration laws.

Any breach of Contractor’s or any subcontractor’s warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form: “Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor’s books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION FORM	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
ISRAEL BOYCOT CERTIFICATION	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2021

Contractor:

By:

Each BID shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed BIDs: Bid No. 031821 MICHAELSON BUILDING RENOVATION. All BIDs shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, July 29, 2021, by 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for Bids document.

Signature also certifies the Contractors Bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Contractor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Contractor submitting this bid.

CONTRACT BID NUMBER: 031821 MICHAELSON BUILDING RENOVATION

Contractor Submitting BID:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

BID must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 031821, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 031821**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, _____ .

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Chairman, Board of Supervisors

Authorized Signature

ATTEST:

Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____
_____ with its principal office in the city of _____

holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 031821-Michaelson Building Renovation**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2021.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Counter signature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____
holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 031821-Michaelson Building Renovation**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2021.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

BID NO. 031821-MICHAELSON BUILDING RENOVATION,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date